



Energus Photovoltaic System Warranty Supply and Installation of PV Solar System

Energus provide 5 years retailer warranty on the operation and performance of the solar system including workmanship and individual products warranties.

1. Workmanship Warranty

- a. Energus offer a 5 year installation workmanship warranty relating to our solar systems. This means that if a solar system installed by Energus fails or breaks within 5 years of the installation date due to defective performance of our installation services or by product performance we will provide you with a remedy as set out below.
- b. This warranty only comes into effect once we have received all amounts owing from you in relation to the solar system and title to the solar system has passed to you.

2. Products Warranty:

- a. Products supplied by Energus will be free from faults in materials and workmanship for 5 years Period of Warranty as referred to in the "System Warranty" clause of the proposal you signed with Energus.
- b. In addition Manufacturing warranties can cover the components of your solar power system for between 5 & 25 years dependent on the brand and model. The manufacturing warranty information of the components of your solar system will be sent to you in the hand over package once your solar power system is installed and operating.
- c. Products supplied by Energus are free from any encumbrance or third party interest and Energus has the right to sell them to you.
- d. Products supplied by Energus are of merchantable quality, correspond with their description (and with any sample), are fit for the purposes for which they may be acquired by you or any subsequent property owners, conform with samples previously supplied to you, comply with the Specifications and the Quality Standards, are safe and are not a risk to health and comply with the requirements of the laws applying in the territory.
- e. The installation of the solar system has been provided with due care and skill and has been performed in accordance with all relevant law and applicable standards for the corresponding manufactures Warranty.
- f. The Proposal includes a list of all key components used and a copy of relevant manufactures warranties.
- g. Nothing in this document is intended to exclude, restrict or modify any statutory rights of consumers against either party if that cannot be done lawfully.
- h. Except for the warranties expressly made in this document and the Proposal, all conditions, warranties, undertakings or representations express or implied,



arising by statute, general law or otherwise, are expressly excluded to the extent permitted by law.

3. Transferability

- a. Our installation warranty is transferable by the original purchaser of the solar system to any subsequent purchaser of the premises at which the solar system is installed.

4. Remedies

- a. In the case of a problem with any installation services which is not defined as a 'major failure' under the Australian Consumer Law and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.
- b. Energius will implement warranty repair or product replacement within a reasonable time once we receive a claim from the consumer in written.
- c. Energius will investigate any product or workmanship issues in the Warranty Period, and rectify any defects that affect the serviceability, safety and efficiency of the unit.
- d. Energius will manage any product warranty claims on behalf of the customer, for equipment supplied for this installation.

5. Warranty Exclusions and Limitations.

- a. This warranty will not apply;
 - i. if any of the Energius Products are handled, repaired or modified by an unqualified, unskilled or inexperienced technician after the solar system has been installed and performed;
 - ii. conditions resulting from a defect in components which are not part of the Energius Products supplied and installed by or on behalf of Energius;
 - iii. if you fail to comply with all reasonable instructions of Energius (whether written or verbal) in relation to the operation and care of the solar system;
 - iv. conditions arising from failure of your existing electrical installation, wiring or fuse box;
 - v. if there is malicious damage or abuse;
 - vi. to normal fair wear and tear;
 - vii. to any damage to your property caused by the solar system failing or breaking;
 - viii. to damage or defects to solar system and property caused by 'Force Majeure' including but not limited to improper voltage or power surges, accidents, lightning strikes, flood, storm damage or other acts beyond our reasonable control;
 - ix. To any alterations to your property which are a necessary consequence of the provision of the installation services
- b. Subject to the rights and remedies under this documents and under the law, Energius's liabilities under this warranty is limited to replacement products supplied by Energius or resupply of installation services, payment of the costs



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of replacement of products supplied by Energus or resupply of installation services or payment of the costs of having the relevant products repaired.

- c. Energus will not be liable for any incidental, consequential or punitive damages including but not limited to loss of use, loss of profits, loss of production and loss of revenues, in any possible way, connected to or associated with the Products supplied by Energus.
- d. Energus's warranty is in addition to and in no way limits, varies or excludes any express and implied rights and remedies the manufacturer might provide based on your circumstances.

6. Claims or Questions

- a. For any claims or questions to this warranty please contact Energus Pty Ltd, Suite 901, 153 Walker St, North Sydney NSW 2060 or 1300 090187. Please retain your sales documentation, contract and post installation manual. This should be produced to validate a warranty claim

7. Australian Consumer Law

- a. The benefits under our warranty are in addition to other rights and remedies under the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund in the event of a major failure. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.